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court on the admissibility of evidence is not sufficient, although it gives the questions asked the witness and his answers thereto, unless it contains sufficient of the preceding evidence to give the appellate court a clear apprehension of the propriety of the ruling.

[Ed. Note.—For other cases, see Appeal and Error, Dig. §§ 2897-2899, 2902-2904, 2906, 2908; Dec. Dig. § 690.\* 14 Va.-W. Va. Enc. Dig. 378; 14 Va.-W. Va. Enc. Dig. 420; 15 Va.-W. Va. Enc. Dig. 361.]

**3. Appeal and Error (§§ 970, 971\*)—Trial (§ 62\*)—Witnesses (§ 262\*)—Conduct of Trial—Rebuttal Testimony.**—The trial court has a wide discretion in the matter of recalling witnesses, and its allowance of the introduction of testimony on rebuttal will not be disturbed in the absence of a palpable error.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 3849-3851, 3852-3857; Dec. Dig. §§ 970, 971,\* Trial, Cent. Dig. §§ 148-150; Dec. Dig. § 62,\* Witnesses, Cent. Dig. §§ 797, 899, 904, 1165; Dec. Dig. § 262.\* 13 Va.-W. Va. Enc. Dig. 963.]

**Appeal and Error (§ 1067\*)—Instructions—Harmless Error.**—Where the instructions given fully and fairly submitted all the issues to the jury, and the evidence was such that no other verdict than that for plaintiff could have been properly found, the refusal of defendant's instructions must be considered harmless.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. § 4229; Dec. Dig. § 1067.\* 1 Va.-W. Va. Enc. Dig. 604; 14 Va.-W. Va. Enc. Dig. 96; 15 Va.-W. Va. Enc. Dig. 71.]

Error to Circuit Court, Clarke County.

Action by A. L. Warthen against E. B. Jacobs. Judgment for plaintiff, and defendant brings error. Affirmed.

*Marshall McCormick* and *F. B. Whiting*, both of Berryville, for plaintiff in error.

*Downing & Weaver*, of Front Royal, for defendant in error.

#### CITY OF LYNCHBURG *v.* AMHERST COUNTY.

Nov. 20, 1913.

[80 S. E. 117.]

**1. Bridges (§§ 10, 21\*)—Ownership and Maintenance—Authority of County.**—Under the general law, a county has no power to unite with a city in purchasing a bridge, nor may the county contribute to the care and maintenance of a bridge outside its territorial limits.

[Ed. Note.—For other cases, see Bridges, Cent. Dig. §§ 20-22, 48-55; Dec. Dig. §§ 10, 21.\* 2 Va.-W. Va. Enc. Dig. 623; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 144.]

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

**2. Bridges (§ 21\*)—Ownership—Municipal Corporations—Maintenance—Terms.**—The city of Lynchburg and the county of Amherst having been authorized by Acts 1881-82, c. 13, to purchase a toll bridge across the James river, and such act having fixed the amount of the purchase money to be paid by each and the terms and conditions on which the bridge was to be used, the rights and liabilities of the city and county inter se were fixed and limited by the statute; and hence an agreement between the city and county, so far as it provided for repairing and guarding the bridge by the county, was not *ultra vires*.

[Ed. Note.—For other cases, see *Bridges*, Cent. Dig. §§ 48-55; Dec. Dig. § 21.\* 2 Va.-W. Va. Enc. Dig. 623; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 144.]

**3. Bridges (§ 21\*)—Maintenance—Repairs.**—Where an agreement between a city and county, as expressly provided by Acts 1881-82, c. 13, conferring authority on the city and county to purchase a bridge across the James river and keep the same in repair, declared that repairs exceeding the cost of \$100 at any one time should be made as might from time to time be agreed on by the council of the city and the board of supervisors of the county, the county had no power to pay for repairs exceeding \$100 in value, made by the city without any concurrent action on the part of the city council and the board of supervisors.

[Ed. Note.—For other cases, see *Bridges*, Cent. Dig. §§ 48-55; Dec. Dig. § 21.\* 2 Va.-W. Va. Enc. Dig. 623; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 144.]

**4. Bridges (§ 21\*)—Maintenance—Watchman.**—Where an agreement between a city and county for the maintenance of a bridge provided that, if it should be deemed necessary by the city council for the safety and preservation of the bridge, to employ a watchman, the county should pay half of his compensation, the county was not liable for the salary of a watchman employed prior to action by the city council as a body, declaring the necessity therefor, and the council could not, by subsequent resolution of necessity, render the county liable for any portion of the watchman's salary previously earned.

[Ed. Note.—For other cases, see *Bridges*, Cent. Dig. §§ 48-55; Dec. Dig. § 21.\* 2 Va.-W. Va. Enc. Dig. 623; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 144.]

**5. Interest (§ 1\*)—Promise to Pay—Implication.**—The common law did not imply a promise to pay interest, which could not be recovered unless expressly contracted for.

[Ed. Note.—For other cases, see *Interest*, Cent. Dig. § 1; Dec. Dig.

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

§ 1.\* 7 Va.-W. Va. Enc. Dig. 822; 14 Va.-W. Va. Enc. Dig. 569; 15 Va.-W. Va. Enc. Dig. 525.]

**6. Counties (§ 198\*)—Claims—Interest.**—Under Code 1904, § 834, cl. 2, providing for the examination, settlement, and allowance of accounts chargeable against a county, and declaring that no interest shall be paid by any county on a county warrant, and under the rule that a claim against the state or a county, in the absence of statute, does not bear interest, interest was not recoverable against a county for nonpayment of its share of certain claims of a city for the maintenance of a jointly owned bridge..

[Ed. Note.—For other cases, see Counties, Cent. Dig. § 335; Dec. Dig. § 198.\* 3 Va.-W. Va. Enc. Dig. 687.]

**7. Bridges (§ 21\*)—County and City—Obligations—Statutes.**—Where a city and county were jointly authorized to purchase, own, and maintain a bridge by Acts 1881-82, c. 13, the rights, duties, and liabilities of the city and county with reference to the property so jointly owned were not those which would attach to natural persons similarly situated, but were only those conferred and imposed by statute.

[Ed. Note.—For other cases, see Bridges, Cent. Dig. §§ 48-55; Dec. Dig. § 21.\* 2 Va.-W. Va. Enc. Dig. 623; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 144.]

Error to Circuit Court, Amherst County.

Action by the City of Lynchburg against the County of Amherst. From a judgment for plaintiff for \$1,271.53, plaintiff brings error. Reversed and remanded.

*N. C. Manson, Jr.*, of Lynchburg, for plaintiff in error.

*Whitehead & Whitehead*, of Lynchburg, and *O. L. Evans* and *Aubrey Strode*, both of Amherst, for defendant in error.

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NEWTON *v.* WHITE.

Jan. 15, 1914.

[80 S. E. 561.]

**1. Landlord and Tenant (§ 157\*)—Improvements by Tenant—Actions for Compensation—Parties.**—Where one of two lessees transferred his interest in the lease to the other, the transferee could sue on the lessor's covenant to pay the value of a building erected by the lessees without joining his transferror as a party.

[Ed. Note.—For other cases, see Landlord and Tenant, Cent. Dig. §§ 571, 572, 574-582, 584-600, 602-607; Dec. Dig. § 157.\* 9 Va.-W. Va. Enc. Dig. 129.]

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.